

RECEIVED

MAR 05 2007

OFFICE OF PETITIONS

EXHIBIT D

U.S. SERIAL NO.: 10/521,619



Tracking Number

8545 0227 1121

US Airbill

1 From Please print and press hard.

Date 9/28/06

Sender's FedEx Account Number 0951-2705-3

Sender's Name Maria S. Swiatek, Esq. Phone (650) 857-1717

Company DORSEY & WHITNEY LLP

Address 1717 EMBARCADERO RD

City PALO ALTO State CA ZIP 94303-3303

2 Internal Billing Reference A-71748/MSS (#63035-770)

3 To Recipient's Name Jeffrey M. Kowalski

Phone ()

Company

Recipient's Address 122 Zanzibar Road

We cannot deliver to P.O. boxes or F.O. ZIP codes.

Address

To request a package to hold at a specific FedEx location, print FedEx address here.

City Aptos

State CA

ZIP 95003-5541

0324080098



Sender's Copy

0215

4a Express Package Service

☒ FedEx Priority Overnight
Next business morning, Friday
Shipments will be delivered on Monday
unless SATURDAY Delivery is selected.

☐ FedEx 2Day
Second business day, Thursday
Shipments will be delivered on Monday
unless SATURDAY Delivery is selected.

4b Express Freight Service

☐ FedEx 1Day Freight
Next business day, Friday
Shipments will be delivered on Monday
unless SATURDAY Delivery is selected.

5 Packaging

☒ FedEx Envelope

☐ FedEx Pak

☐ FedEx Box

☐ FedEx Tube

☐ Other

6 Special Handling

☐ SATURDAY Delivery

☐ HOLD Weekday

☐ HOLD Saturday

☐ AT FedEx Location

☐ NOT Available for

FedEx First Overnight, FedEx Express

Service or FedEx 2Day Freight.

Does this shipment contain dangerous goods?

☒ No ☐ Yes

As per attached

Shipper's Declaration

not required.

Dangerous goods including dry ice cannot be shipped in FedEx packaging.

One box must be checked.

☐ Dry Ice

☐ Cargo Aircraft Only

7 Payment Bill to:

☒ Sender

☐ Recipient

☐ Third Party

☐ Credit Card

☐ Cash/Check

8 NEW Residential Delivery Signature Options

☒ No Signature Required

☐ Direct Signature

☐ Indirect Signature

Signature may be left with our shipping agent or signature for delivery. For details, see page 1.

Rev. Data 8/04/04 11/27/04 11/27/04 11/27/04 11/27/04 11/27/04 11/27/04 11/27/04 11/27/04 11/27/04

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Terms And Conditions

Definitions On this Airbill, "we," "our," "us," and "FedEx" refer to Federal Express Corporation, its employees, and agents. "You" and "your" refer to the sender, its employees, and agents.

Agreement To Terms By giving us your package to deliver, you agree to all the terms on this Airbill and in the current FedEx Service Guide, which is available upon request. You also agree to those terms on behalf of any third party with an interest in the package. If there is a conflict between the current FedEx Service Guide and this Airbill, the current FedEx Service Guide will control. No one is authorized to change the terms of our Agreement.

Responsibility For Packaging And Completing Airbill You are responsible for adequately packaging your goods and properly filling out this Airbill. If you omit the number of packages and/or weight per package, our billing will be based on our best estimate of the number of packages we received and/or an estimated "default" weight per package as determined by us.

Responsibility For Payment Even if you give us different payment instructions, you will always be primarily responsible for all delivery costs, as well as any cost we incur in either returning your package to you or warehousing it pending disposition.

Limitations On Our Liability And Liabilities Not Assumed

• Our liability in connection with this shipment is limited to the lesser of your actual damages or \$100, unless you declare a higher value, pay an additional charge, and document your actual loss in a timely manner. You may pay an additional charge for each additional \$100 of declared value. The declared value does not constitute, nor do we provide, cargo liability insurance.

• In any event, we will not be liable for any damage, whether direct, incidental, special, or consequential, in excess of the declared value of a shipment, whether or not FedEx had knowledge that such damages might be incurred, including but not limited to loss of income or profits.

• We won't be liable:

- for your acts or omissions, including but not limited to improper or insufficient packing, securing, marking, or addressing, or those of the recipient or anyone else with an interest in the package.
- if you or the recipient violates any of the terms of our Agreement.
- for loss of or damage to shipments of prohibited items.
- for loss, damage, or delay caused by events we cannot control, including but not limited to acts of God, perils of the air, weather conditions, acts of public enemies, war, strikes, civil commotions, or acts of public authorities with actual or apparent authority.

Declared Value Limits

- The highest declared value allowed for a FedEx Envelope, FedEx Pak, or FedEx Sleeve shipment is \$500.
- For other shipments, the highest declared value allowed is \$50,000 unless your package contains items of extraordinary value, in which case the highest declared value allowed is \$500.
- Items of extraordinary value include shipments containing such items as artwork, jewelry, furs, precious metals, negotiable instruments, and other items listed in the current FedEx Service Guide.
- You may send more than one package on this Airbill and fill in the total declared value for all packages, not to exceed the \$100, \$500, or \$50,000 per package limit described above. (Example: 5 packages can have a total declared value of up to \$250,000.) In that case, our liability is limited to the actual value of the package(s) lost or damaged, but may not exceed the maximum allowable declared value(s) or the total declared value, whichever is less. You are responsible for proving the actual loss or damage.

Filing A Claim YOU MUST MAKE ALL CLAIMS IN WRITING and notify us of your claim within strict time limits set out in the current FedEx Service Guide.

You may call our Customer Service department at 1.800.GoFedEx 1.800.463.3339 to report a claim; however, you must still file a timely written claim.

Within nine months (from the ship date) after you notify us of your claim, you must send us all the information you have about it. We aren't obligated to act on any claim until you have paid all transportation charges, and you may not deduct the amount of your claim from those charges.

If the recipient accepts your package without noting any damage on the delivery record, we will assume the package was delivered in good condition. For us to process your claim, you must make the original shipping cartons and packaging available for inspection.

Right To Inspect We may, at our option, open and inspect your packages before or after you give them to us to deliver.

Right Of Rejection We reserve the right to reject a shipment when such shipment would be likely to cause delay or damage to other shipments, equipment, or personnel; or if the shipment is prohibited by law; or if the shipment would violate any terms of our Airbill or the current FedEx Service Guide.

C.O.D. Services C.O.D. SERVICE IS NOT AVAILABLE WITH THIS AIRBILL. If C.O.D. Service is required, please use a FedEx C.O.D. Airbill.

Air Transportation Tax Included A federal excise tax when required by the Internal Revenue Code on the air transportation portion of this service, if any, is paid by us.

Money-Back Guarantee In the event of untimely delivery, FedEx will, at your request and with some limitations, refund or credit all transportation charges. See the current FedEx Service Guide for more information.